

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TEMPLE UNIVERSITY CHILDREN'S
MEDICAL CENTER

v.

GROUP HEALTH, INC. and MULTIPLAN,
INC.

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CIVIL ACTION NO.

COMPLAINT

PARTIES

1. Plaintiff Temple University Children's Medical Center (hereinafter "TUCMC") is a nonprofit corporation.

2. Defendant Group Health, Inc. (hereinafter "GHI") is a non-profit corporation.

3. Defendant MultiPlan, Inc. (hereinafter "MultiPlan") is a for-profit corporation.

JURISDICTION

4. Plaintiff is incorporated in and has its primary place of business in the Commonwealth of Pennsylvania.

5. Defendants are incorporated in and have their primary places of business in states other than the Commonwealth of Pennsylvania.

6. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

7. Jurisdiction is founded on diversity of citizenship, 28 U.S.C. § 1332.

VENUE

8. Defendants regularly conduct business in the Eastern District of Pennsylvania.

9. A substantial part of the events giving rise to this claim, to wit, the hospitalizations from which defendants' liability arises, occurred in the Eastern District of Pennsylvania.

FACTS

10. Between May 30, 2002 and January 13, 2003, TUCMC and MultiPlan were parties to

the "MultiPlan, Inc. Prompt Payment Discount Agreement" (hereinafter "MultiPlan Agreement.")

11. Paragraph 1 of the MultiPlan Agreement requires that "Member Providers" of the Temple University Health System "shall provide services to Plan Members under this Agreement effective on the date of execution by both parties."

12. Attachment A of the MultiPlan Agreement provides that TUCMC is a "Member Provider" of the Temple University Health System.

13. Attachment B-5 of the MultiPlan Agreement provides for payment by MultiPlan of the charges incurred by Plan Members at TUCMC: "Plan shall reimburse Hospital 90% of billed charges within thirty (30) days of receipt of claim or 100% of billed charges shall be due. Plan agrees to waive any audit of billed charges."

14. Between May 30, 2002 and January 13, 2003, GHI was a party to a contract with MultiPlan which obligated GHI to pay TUCMC in accordance with the MultiPlan Agreement for medical care rendered to persons who were insured by GHI.

Count I - Yisroel Rosenbaum

15. The foregoing paragraphs are incorporated herein as if set forth at length.

16. From May 31, 2002 to June 1, 2002, Yisroel Rosenbaum (hereinafter "Rosenbaum") was admitted to TUCMC.

17. During the aforesaid admission, Rosenbaum was entitled to certain medical benefits from defendant GHI under the terms of an insurance policy issued by GHI and, as a result, Rosenbaum was a "plan member" within the meaning of the MultiPlan Agreement.

18. As a result of the aforesaid admission, Rosenbaum incurred charges of \$294,466.87.

19. More than thirty (30) days ago, plaintiff submitted a UB-92 for the charges incurred by Rosenbaum to defendants.

20. Defendants failed to pay said charges or any portion thereof within thirty (30) days after

the UB-92 was received.

21. As a result of the foregoing, defendants became obligated to pay plaintiff's full charges of \$294,466.87.

22. More than thirty (30) days after the UB-92 was received by defendants, defendant GHI paid plaintiff \$121,737.95, leaving a balance of \$172,728.92.

23. Despite demand, defendants have refused to pay the balance due.

WHEREFORE, plaintiff demands judgment against defendants on Count I, jointly and severally, for the sum of \$172,728.92, plus interest and costs.

Count II - Zev Kahn

24. The foregoing paragraphs are incorporated herein as if set forth at length.

25. From January 10, 2003 to January 12, 2003, Zev Kahn (hereinafter "Kahn") was admitted to TUCMC.

26. During the aforesaid admission, Kahn was entitled to certain medical benefits from defendant GHI under the terms of an insurance policy issued by GHI and, as a result, Kahn was a "plan member" within the meaning of the MultiPlan Agreement.

27. As a result of the aforesaid admission, Kahn incurred charges of \$397,045.86.

28. More than thirty (30) days ago, plaintiff submitted a UB-92 for the charges incurred by Kahn to defendants.

29. Defendants failed to pay said charges or any portion thereof within thirty (30) days after the UB-92 was received.

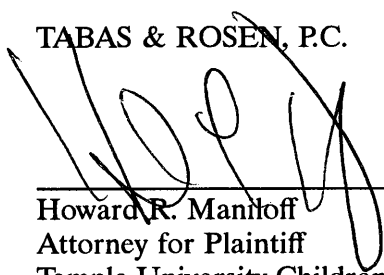
30. As a result of the foregoing, defendants became obligated to pay plaintiff's full charges of \$397,045.86.

31. More than thirty (30) days after the UB-92 was received by defendants, defendant GHI paid plaintiff \$117,656.54 leaving a balance of \$279,389.32.

32. Despite demand, defendants have refused to pay the balance due.

WHEREFORE, plaintiff demands judgment against defendants on Count II, jointly and severally, for the sum of \$279,389.32, plus interest and costs.

TABAS & ROSEN, P.C.



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Temple University Children's Medical Center